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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.26439 OF 2025
IN
SUIT (L) NO.26438 OF 2025

JITENDRA
SHANKAR
NIJASURE

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Godrej Properties Ltd.

...Applicant /
Plaintiff

Versus

M/s. Sprouts News and Anr.

...Defendants

Mr. Virag Tulzapurkar, Senior Counsel, Mr. Sharan Jagtiani, Senior Counsel, Mr. Mayur Khandeparkar, Mr. Karan Bhide, Mr. Nitesh Ranavat and Mr. Disha Shetty i/b. Wadia Ghandy and Co. for the Applicant / Plaintiff.

CORAM : R.I. CHAGLA J.

DATE : 22ND AUGUST, 2025.

ORDER :

1. Mr. Virag Tulzapurkar, the learned Senior Counsel appearing for the Applicant / Plaintiff has moved exparte for urgent ad-interim relief.

2. In paragraph 41 of the Complaint, there is an averment that the Plaintiff is seeking urgent exparte ad-interim relief and that in the

event the Defendants are given notice, the Defendants will publish / further publish the said Defamatory Material and the Defamatory Statements and / or may publish further similar defamatory material causing severe damage and loss to the reputation of the Plaintiff. It is further averred that if notice is given to the Defendants the entire object and purpose of seeking urgent reliefs against the Defendants would be lost to the Plaintiff.

3. Mr. Tulzapurkar has referred to the impugned defamatory material viz. impugned articles dated 13th August, 2025 and 18th August, 2025 which are annexed at Exhibit 'C' and 'E' to the Plaint which together with web posts are referred to in the Plaint collectively as 'Defamatory Material'.

4. Mr. Tulzapurkar has submitted that the Defendants have published the Defamatory impugned Articles which are materially false, per se defamatory, reckless, malicious and grossly injurious and defaming to the Plaintiff's business and commercial reputation. In the said defamatory material, the Plaintiff has been accused of several criminal offences which is false, malicious and per se defamatory.

5. Mr. Tulzapurkar has referred to paragraph 23 (a) to (f) wherein the Plaintiff has dealt with the Defendant's various false, malicious and per se defamatory statements in the said impugned Articles.

6. Mr. Tulzapurkar has submitted that the Defendants have by publishing the online impugned articles have given an impression to the buyers in the subject project that there is no mandatory fire NOC obtained by the Plaintiff by referring to the repealed Haryana Fire and Emergency Services Act, 2009. The title of the 1st Article reads as "Godrej's Rs.5,000 Crore plus project under fire over by 'toothless' HRERA. He has submitted that the second impugned article is even more damaging to the Plaintiff than the first as it places the term 'Fraud' upon the Plaintiff's logo and registered trademark and brand insignia, namely Godrej Properties. He has accordingly submitted that the Defendants are required to be enjoined from publishing Defamatory Material and / or continuing with such publication of the said Defamatory Material at Exhibit 'C' and 'E' to the Complaint and which defamatory statements have been set out and expressly denied in paragraph 23 of the Complaint.

7. Mr. Tulzapurkar has further submitted that given the nature of the said Defamatory Material, additional exparte ad-interim relief is being sought directing the Defendants to forthwith delete / remove / take down / retract the said Defamatory Material (Exhibits 'C' and 'E' to the Plaint) including the Defamatory Statements (more particularly defined in paragraph 23 of the Plaint.)

8. Mr. Tulzapurkar has accordingly sought for ex-parte ad-interim relief in terms of prayer Clauses (a) and (d) of the Plaint. He has submitted that there is a typographical error in prayer Clauses (a) and (d) of the Interim Application and has accordingly sought permission to correct the typographical errors.

9. Accordingly, the Applicant is permitted to amend prayer Clauses (a) and (d) to the Interim Application by correcting the typographical errors. The amendment shall be carried out forthwith. Re-verification is dispensed with.

10. Having considered the submissions of Mr. Tulzapurkar, I find that a case has been made for the Plaintiff seeking urgent exparte ad-interim relief. Giving of notice to the Defendants would

result in the Defendants publishing / further publishing the material which in my prima facie view is per se defamatory and / or publishing further similar defamatory material causing severe damage and loss to the reputation of the Plaintiff.

11. Having perused paragraph 23 of the Plaint, I find that the Plaintiff has made out a strong prima facie case for restraining the Defendants from publishing articles containing statements which in my prima facie view is false, reckless, malicious and grossly injurious and damaging to the Plaintiffs business and commercial reputation. This is after perusing the contents of the impugned Articles dated 13th August, 2025 and 18th August, 2025. In particular the impugned Article dated 18th August, 2025 where the Defendants has placed the term ‘Fraud” upon the Plaintiff’s logo and registered trademark and brand insignia of namely Godrej Properties Ltd., thereby conveying to the public a reckless and malicious insinuation of criminal conduct.

12. In that view of the matter, the Plaintiff is entitled to exparte ad-interim relief in terms of prayer Clauses (a) and (d) of the Interim Application as corrected and accordingly, exparte ad-interim

relief is granted in terms of prayer Clauses (a) and (d) which read thus:-

(a) That pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to pass an order and injunction restraining the Defendants, their correspondents, reporters, journalists, servants, agents, officers, representatives and subordinates and any person acting for and/ or on their behalf, from directly and/ or indirectly making or publishing, or causing or authorizing to be made or published or further publishing and/or continuing the publication of the said Defamatory Material (Exhibits 'C' and 'E' hereto), including the Defamatory Statements (more particularly defined in paragraph 23 of the Complaint) contained in the said Defamatory Material and / or any other similar / identical statements, letters, articles, whatsoever, whether on the Defendants website <https://sproutsnews.com/> or any other media, including social media handles such as Facebook, LinkedIn, X Corp. etc., maintained by the Defendants, or otherwise in any manner whatsoever;

(d) pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to pass an order and injunction directing the Defendants, their correspondents, reporters, journalists, servants, agents, officers, representatives and subordinates and any person acting for and/ or on their behalf, to forthwith delete/remove/ take-down/ retract the said Defamatory Material (Exhibits 'C' and 'E' hereto), including any Defamatory Statements (more particularly defined in paragraph 23 of the Complaint) contained in the said Defamatory Material and/ or any other similar/ identical statements,

letters, articles, whatsoever, published by the Defendants whether on the Defendants' website <https://sproutsnews.com/>

13. The notice of this Order shall be served by the Advocates for the Plaintiff on the Defendants.

14. Liberty to the Defendants to apply for a variation, modification and vacation of the exparte ad-interim Order after giving 48 hours clear working days notice to the Advocate appearing for the Defendants.

15. The Interim Application shall be placed for further consideration on 8th September, 2025.

16. All concerned to act on an authenticated copy of this Order.

[R.I. CHAGLA J.]